

EDA IN AND FOR THE CITY OF COLUMBIA HEIGHTS CONTRACT FOR THE UTILITY DISCONNECTION, DEMOLITION OF SITE IMPROVEMENTS, TREE REMOVAL, AND SITE GRADING AT 4510 TAYLOR ST

For valuable consideration as set forth below, this Contract dated the ____ day of _____, 2026, is made and entered into between the Economic Development Authority in and for the City of Columbia Heights, a public body corporate and politic created pursuant to the laws of the State of Minnesota ("EDA") and Semple Excavating & Trucking Inc, a Minnesota corporation ("Contractor").

1. **CONTRACT DOCUMENTS**

Contractor hereby promises and agrees to perform and comply with all the provisions of this Contract pursuant to the specifications for demolition of all building and site improvements, tree removal, hazardous item removal, water/sewer line capping, and site grading attached hereto as **Exhibit A** for the residential property located at 4510 Taylor St NE, Columbia Heights, Minnesota ("Properties"). The Contract including specifications in **Exhibit A** shall comprise the total agreement of the parties hereto. No oral order, objection, or claim by any party to the other shall affect or modify any of the terms or obligations contained in this Contract.

2. **THE WORK**

The work to be performed by Contractor under this Contract (hereinafter the "Work"), is defined in the Proposal as the demolition of all building and site improvements, tree removal, hazardous item removal, water/sewer line capping, and site grading of the primary excavation areas at 4510 Taylor St NE. As part of the Work, Contractor agrees to remove all excess material from the Properties.

3. **CONTRACT PRICE**

The EDA agrees to pay Contractor the sum of \$22,799 in exchange for the Contractor furnishing labor and materials for the Work at the Properties, payable within 30 days of Contractor's completion of the Work.

Contractor may start work on this project upon its execution of this Contract and providing proof of insurance pursuant to paragraph 5.

4. **COMPLETION DATE/LIQUIDATED DAMAGES**

Contractor shall complete all Work on or before August 10th, 2026 ("Completion Date"). Due to the difficulty in ascertaining and establishing the actual damages which the EDA or City would sustain, liquidated damages are specified as follows for failure of Contractor to complete his performance under this Contract by the Completion Date: for every calendar day that the

Contract shall remain uncompleted beyond the Completion Date of August 10th, 2026, Contractor shall pay the EDA \$50.00 per day as liquidated damages.

5. **INSURANCE**

Before beginning actual work under this Contract, Contractor shall submit to the EDA and obtain the EDA's approval of a certificate of insurance on Standard Form C.I.C.C.-701 or ACORD 25 forms, showing the following insurance coverage, and listing the Contractor as a loss payee under the policies:

- a. General Contractor Liability: \$1,000,000.00
- b. Workman's Compensation: Statutory Amounts

The EDA and the City shall be named as an Additional Insureds in regard to the General Contractor Liability forms where required by written contract on a primary and non-contributory basis, including completed operations. This certificate must provide for the above coverages to be in effect from the date of the Contract until 30 days after the Completion Date, and must provide the insurance coverage will not be canceled by the insurance company without 30 days written notice to the EDA of intent to cancel. The certificate must further provide that Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the EDA that may apply to injury or damage relating to the maintenance or repair of the City streets or rights-of-way by either the City, EDA or any employee, agent, independent contractor or any other person or entity retained by the City or EDA to perform the services described herein. All insurance is subject to the review and approval of the Columbia Heights City Attorney.

6. **LAWS, REGULATIONS AND SAFETY**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to performance under this Contract. Contractor shall provide adequate signs and/or barricades, and will take all necessary precautions for the protection of the work and the safety of the public.

7. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, EDA, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8. **ASSIGNMENT**

Contractor shall not assign or transfer, whether by an assignment or novation or otherwise, any of its rights, duties, benefits, obligations, liabilities or responsibilities without prior written consent of the EDA.

9. **NOTICE**

The address and telephone number of Contractor for purposes of giving notices and any other purpose under this Contract shall be 91 Ridder Circle, St. Paul, MN 55107, (651) 772-1449.

The address of the EDA for purposes of giving notices and any other purposes under this Contract shall be 3989 Central Ave. NE. Columbia Heights, MN 55421.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands and seals as of the day and year first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF COLUMBIA
HEIGHTS**

By: _____
Aaron Chirpich
Its: Executive Director

SEMPLE EXCAVATING & TRUCKING, INC.

By: _____
Its: _____

**Exhibit A
Specifications**

See attached.